Note that the writer of the dissenting opinion in the first case is the author of the prevailing opinion in the second. Early common law cases seem to have admitted coroner's inquisitions as evidence in civil cases. *Toomes v. Etherington* (1660) 1 Wm. Saund. 361. They may be regarded as falling under the general exception to the hearsay rule which renders duly authorized official statements admissible. Wigmore, *Evidence,* sec. 1671. The tendency on the part of courts to-day is to exclude them as hearsay. *Hollister v. Cordero* (1888) 76 Cal. 849, 18 Pac. 855; Wigmore, *loc. cit.* Illinois has a long line of cases admitting them. *U. S. Life Ins. Co. v. Vocke* (1889) 129 Ill. 557, 22 N. E. 467 collects the authorities and has excellent opinions by Craig and Baker, JJ. The facts found, however, must not be "extraneous to the province of the inquest." *Chicago, M. & St. P. Ry. Co. v. Taylor* (1892) 46 Ill. App. 506 (verdict admitted to show how deceased came to his death, but not a finding that "the switchstand was negligently placed"). The finding in the second of the cases in hand, that the deceased came to his death "while in the discharge of his duties," seems to fall without the province of the coroner's inquest and therefore was rightly held inadmissible under prior Illinois cases. The first case may be distinguished on the ground that there is no similar finding, but merely a statement of the facts. It should be noted that the Illinois Industrial Board are bound by the common law rules of evidence. *Victor Chemical Works v. Industrial Board* (1916) 274 Ill. 11, 113 N. E. 173. Whether this is desirable or not depends in part upon the spirit of liberality or narrowness in which the rules of evidence are administered. In some states the Compensation Law frees the compensation boards or commissioners from following these rules. See Conn. Pub. Acts, 1913, ch. 138, part B, sec. 25; N. Y. Laws, 1914, ch. 41, sec. 68.

LEGACIES AND DEVISES—RELEASE OF LEGACY CHARGED UPON LAND DEVISED—VENDOR'S LIEN.—A testator bequeathed and devised all his estate to his son "subject to" certain specific legacies. A portion of the estate was real property. The legatees, in consideration of the son's promise to pay them the amounts of their legacies, executed in 1910 quitclaim deeds of the lands so devised. The son did not pay the legacies; and in 1916, after the promises to pay the amounts of the legacies were barred by the statute of limitations, one of the legatees, to whom the other legatees had meanwhile assigned their claims against the son, brought a bill in equity for the foreclosure of an alleged vendor's lien on the real property in question. *Held,* that the plaintiff was entitled to a foreclosure decree. Ostrander, C. J., *dissenting. Lavin v. Lynch* (1918, Mich.) 168 N. W. 1024.

The decision is placed by the majority of the court on the following grounds: (1) that the specific legatees each originally had an equitable charge or lien on the lands in question to secure the payment of his legacy; (2) that when each legatee quitclaimed to J., he acquired a "vendor's lien" in equity to secure the payment of the "purchase price" of his interest; (3) that this vendor's lien was assignable; (4) that the running of the statute of limitations against the promise to pay the price did not affect the validity of the lien. Ostrander, C. J., took the view that by a fair construction of the will, which apparently carried personalty as well as realty, the legacies never were a charge on the real estate and that therefore the quitclaim deeds conveyed nothing and had no effect except to clear up doubts upon that matter. So far as the construction of the will is concerned, the view taken by the dissenting judge seems the better. Assuming, however, the correctness of the views of the majority upon this point, their second point seems open to serious question. Previous

cases in Michigan had accepted the doctrine of "vendor's liens" and had applied it to the purchase and sale of equitable interests. *Ortmann v. Plummer* (1885) 52 Mich. 76, 17 N. W. 703. In the principal case, however, we are confronted by the fact that the interests sought to be "conveyed," *i. e.*, released or extinguished, by the quitclaim deeds were equitable liens on land owned by the one to whom they were "conveyed." If, as the majority opinion holds, the legatees after executing these deeds still had equitable liens on the land for the same amounts as before, it is difficult to see that the deeds had any effect whatever. Indeed the object of the whole transaction between the son and the legatees seems to have been to extinguish at the time the deeds were given any claims the latter had against the property and to take in exchange the son's personal legal duty to pay the amounts of the legacies. By holding that the legatees still had equitable liens this purpose is entirely defeated. The result reached by the majority seems therefore to be incorrect, even if we assume their construction of the will. It may be noted that by accepting the property given by the will the son had already placed himself under a personal duty to each of the legatees to pay him the amount of his legacy. *Burch v. Burch* (1875) 52 Ind. 36; Ames, *Cases on Trusts* (2d ed.) 3, n. 2.

MARRIAGE AND DIVORCE—ANNULMENT OF MARRIAGE—FRAUDULENT CONCEALMENT OF NATIONALITY IN TIME OF WAR.—A French woman married on August 24, 1914, in Paris, a person who claimed to be an Alsatian by birth and a Frenchman by nationality. He was in fact a German who was born in Darmstadt, Germany. The wife petitioned for an annulment of the marriage. *Held,* that she was entitled to a decree of annulment. *Re Schoenberg* (1918, Tribunal Civil de la Seine) 45 CLUNET 666.

See COMMENTS, p. 272.

QUASI-CONTRACTS — EFFECT OF EXPRESS CONTRACT INDUCED BY FRAUD — MEASURE OF RECOVERY.—The plaintiff sued for the reasonable value of work and labor done for the defendant, and to a plea that the work was done under an express contract replied that the contract was induced by the defendant's fraud. The value of the work done was more than the contract price. *Held,* that the plaintiff was not entitled to recover in indebitatus assumpsit except upon the express contract, and that damages were limited to the agreed price. *Prest v. Farmington* (1918, Me.) 104 Atl. 521.

See COMMENTS, p. 255.

RES JUDICATA—IDENTITY OF PARTIES AND CAUSES OF ACTION—JUDGMENT FOR WIFE NOT CONCLUSIVE IN HUSBAND'S ACTION FOR LOSS OF SERVICE.—In a former suit, the plaintiff's wife obtained judgment against the defendant for personal injuries caused by negligence. The plaintiff brought the present action for loss of his wife's service, and the court charged the jury that the wife's judgment was conclusive as to the defendant's negligence and as to her freedom from contributory negligence. *Held,* that the charge was erroneous. *Laskowski v. People's Ice Co.* (1918 Mich.) 168 N. W. 940.

A judgment to be available as *res judicata* must be between the same parties, or their privies, and for the same cause of action. 23 *Cyc.* 1237. The wife and husband, since the enabling statutes of married women, can no longer be considered one party. A suit to which only one was a party is generally held not to be *res judicata* in a suit brought by the other party, even when the husband